

## **Exhibit F**

ITEMIZATION AND DOCUMENTATION FOR REQUESTED COSTS

CASE NO. CV 06-7561 PA (CWx)

TRAFFICSCHOOL.COM V. EDRIVER

Amount

**Exhibit F: SURVEYS Local Rule 54-4.13**

Zoomerange.com (Expenses for Survey)	\$5,900.00
Professional Services (Dr. Maronick-Invoice 1)	\$18,025.00
Professional Services (Dr. Maronick-Invoice 2)	\$34,553.00
Total	\$58,478.00



## Proposal

*Study*

Date: 6/7/07

Dear Thomas,

We are pleased to present this quote for your upcoming project. Please review this quote carefully. Your signature below will signify an acceptance of the project, agreement with the terms below, and confirmation of authorization to execute the project.

Name:	Thomas Maronick
Company:	Towson University Department of Marketing & e-Business
Address:	Towson, Maryland 21252
Phone:	(410) 704-4077
Email:	tmaronick@towson.edu
Project Name:	CA Survey

**Sample Details:**

Desired Responses:	N = 100
Demographics/Attributes:	State: California Gender split Female 50% / Male 50% Ages 18-60
Incentive:	50 ZoomPoints
Incidence*:	100%

*\*Note: If you have not provided the incidence rate, we will assume 100%. If responses indicate that the survey incidence rate is below 100%, we will adjust pricing accordingly if additional sample needs to be provided to meet the desired responses.*

**Sample Team Deliverables:**

Incentive:	Provide incentive as detailed above for this survey.
Email Invite:	Create the email invitation using the standard Zoomerang Sample email invitation.
Number of Mailings:	Host the survey and deploy via email the survey to sample identified above. There will be a single mailing of the survey invitation.
Reporting:	Real-time reporting and data export available via Zoomerang account.

**Customer Responsibilities:**

Survey Content:	Create and complete survey in its final form within Zoomerang and ensure that survey is complete and accurate.
Testing:	Test the survey prior to project launch.
Demographics:	Within the body of the survey, ask any specific demographic/behavioral data that is required for results analysis. (A separate demographic report will not be provided).
Email Invitation (Optional):	Create a custom email message (if desired; otherwise standard email invitation will be created by Sample team).
Billing:	Provide PO (if necessary) and billing contact and billing instructions if invoice is to be received by anyone other than the signer of this quote.

06/28/2007 01:18 1

MARKETING

PAGE 03

**Project Timeline:****Deployment:**

The survey will be deployed within 24 hours (excluding Saturday, Sunday and U.S. holidays) upon receipt of this signed agreement and final verification that the survey is complete and ready to deploy.

**Zoomerang Account Information**

Zoomerang zPro Account:	tmaronick@towson.edu
-------------------------	----------------------

**TOTAL PROJECT PRICE:**

Sample Price	\$950.00 USD
<b>TOTAL:</b>	<b>\$950.00 USD</b>

Please note this request for proposal is valid until midnight on 6/10/07

**Payment terms:**

Payment for Zoomerang Programming and Sample are expected upon deployment.

All customers: Please provide a valid credit card. This card will be automatically charged if payment is not received within 60 days of order execution. You will be notified prior to the card charging.

First time customers: Payment is required up front by valid credit card or check.

**Other terms:**

Client agrees and warrants that the contents of email invitations and surveys, and use of the Zoomerang service, will be in compliance with all laws, including those concerning spam, privacy (including children's online privacy rights), defamation and communications decency.

Client is responsible for ensuring that survey invitations and surveys do not violate or infringe upon the trademark, trade name, copyright, trade secret or other intellectual property rights or other rights of any person or entity.

MarketTools retains exclusive ownership of all sample provided for Client's project. Panelists' email address and other personally identifiable information are the property of MarketTools and will not be disclosed to client or any other person. The client and any additional research partners may not capture any personally identifiable information of our panelists within the survey. No survey invitations or surveys will advertise or promote a product or service.

This document supplements your Zoomerang subscription agreement. Together they contain the complete and entire understanding between you and MarketTools concerning the subject matter hereof. Your signature below will signify your acceptance of the project quotation and terms, and will confirm authorization to execute the project. Please note, orders cannot be deployed until this quote is accepted in writing.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Client Billing Information: (If different than contact information above)**

Billing Contact:	
Company:	
Billing Address:	
Phone:	
Email:	
P.O. # (if applicable)	

**MarketTools Contact Information:**

Name:	Steve Collupy (415) 957-2364
Company:	MarketTools, Inc.
Address:	150 Spear Street, Suite 600 San Francisco, CA 94105-1536
Phone:	1-800-310-6838 (toll-free US and Canada) 1-801-316-0476 (Outside U.S. and Canada)

MarketTools, Inc. 150 Spear Street, Suite 600, San Francisco, CA 94105-1535

Page 2 of 3

06/28/2007 01:18 1

MARKETING

PAGE 04

Email:	Steve.collupy@markettools.com
Tax ID:	77-0445536

MarketTools, Inc. 150 Spear Street, Suite 600, San Francisco, CA 94105-1535

Page 3 of 3

Received 06-28-07 10:18am From-1

To-Lewis Brisbois Bisga Page 004



## Proposal

Date: 6/19/07

STUDY  
2/3

Dear Thomas,

We are pleased to present this quote for your upcoming project. Please review this quote carefully. Your signature below will signify an acceptance of the project, agreement with the terms below, and confirmation of authorization to execute the project.

Name:	Thomas Maronick
Company:	Towson University
	Department of Marketing & e-Business
Address:	8000 York Road • Towson, Maryland • 21252-0001
Phone:	(410) 704-4077
Email:	tmaronick@towson.edu
Project Name:	Traffic School Study
	Traffic School Study-2

**Sample Details: Survey 1 = Traffic School Study**

Desired Responses:	N = 300
Demographics/Attributes:	State: California Gender split Female 50% / Male 50% Ages 18-60
Incentive:	50 ZoomPoints
Incidence*:	100%

**Sample Details: Survey 2 = Traffic School Study-2**

Desired Responses:	N = 300
Demographics/Attributes:	State: California Gender split Female 50% / Male 50% Ages 18-60
Incentive:	50 ZoomPoints
Incidence*:	100%

\*Note: If you have not provided the incidence rate, we will assume 100%. If responses indicate that the survey incidence rate is below 100%, we will adjust pricing accordingly if additional sample needs to be provided to meet the desired responses.

**Sample Team Deliverables:**

Incentive:	Provide incentive as detailed above for this survey.
Email Invite:	Create the email invitation using the standard Zoomerang Sample email invitation.
Number of Mailings:	Host the survey and deploy via email the survey to sample identified above. There will be a single mailing of the survey invitation.
Reporting:	Real-time reporting and data export available via Zoomerang account.

**Customer Responsibilities:**

Survey Content:	Create and complete survey in its final form within Zoomerang and ensure that survey is complete and accurate.
-----------------	--

MarketTools, Inc. 150 Spear Street, Suite 600, San Francisco, CA 94105-1535

Page 1 of 3

06/28/2007 01:18 1

MARKETING

PAGE 06

Testimonials / Demographic	Test the survey prior to project launch. Within the body of the survey, ask any specific demographic/behavioral data that is required for results analysis. (A separate demographic report will not be provided).
Email Invitation (Optional)	Create a custom email message (if desired; otherwise standard email invitation will be created by Sample team).
Billing:	Provide PO (if necessary) and billing contact and billing instructions if invoice is to be received by anyone other than the signer of this quote.

**Project Timeline:**

Deployment:	The survey will be deployed within 24 hours (excluding Saturday, Sunday and U.S. holidays) upon receipt of this signed agreement and final verification that the survey is complete and ready to deploy.
-------------	--

**Zoomerang Account Information**

Zoomerang zPro Account:	tmaronick@towson.edu
-------------------------	----------------------

**TOTAL PROJECT PRICE:**

Sample Price	\$3,300.00 USD
<b>TOTAL:</b>	<b>\$3,300.00 USD</b>

*Please note this request for proposal is valid until midnight on 6/19/07*

**Payment terms:**

Payment for Zoomerang Programming and Sample are expected upon deployment.

All customers: Please provide a valid credit card. This card will be automatically charged if payment is not received within 60 days of order execution. You will be notified prior to the card charging.

First time customers: Payment is required up front by valid credit card or check.

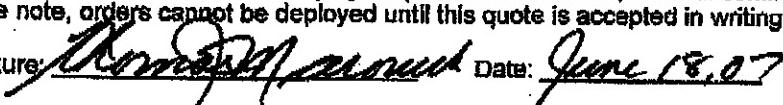
**Other terms:**

Client agrees and warrants that the contents of email invitations and surveys, and use of the Zoomerang service, will be in compliance with all laws, including those concerning spam, privacy (including children's online privacy rights), defamation and communications decency.

Client is responsible for ensuring that survey invitations and surveys do not violate or infringe upon the trademark, trade name, copyright, trade secret or other intellectual property rights or other rights of any person or entity.

MarketTools retains exclusive ownership of all sample provided for Client's project. Panelists' email address and other personally identifiable information are the property of MarketTools and will not be disclosed to client or any other person. The client and any additional research partners may not capture any personally identifiable information of our panelists within the survey. No survey invitations or surveys will advertise or promote a product or service.

This document supplements your Zoomerang subscription agreement. Together they contain the complete and entire understanding between you and MarketTools concerning the subject matter hereof. Your signature below will signify your acceptance of the project quotation and terms, and will confirm authorization to execute the project. Please note, orders cannot be deployed until this quote is accepted in writing.

Signature:  Date: June 18, 07

**Client Billing Information: (If different than contact information above)**


MarketTools, Inc. 150 Spear Street, Suite 600, San Francisco, CA 94105-1535

Page 2 of 3

06/28/2007 01:18 1

MARKETING

PAGE 07

**MarketTools Contact Information:**

Steve Collupy

MarketTools, Inc.

150 Spear Street, Suite 600 San Francisco, CA 94105-1535

1-800-310-6838 (toll-free US and Canada)

1-801-318-0476 (Outside U.S. and Canada)

Steve.collupy@markettools.com

77-0445536

Fax: (415) 634-2589

MarketTools, Inc. 150 Spear Street, Suite 600, San Francisco, CA 94105-1535

Page 3 of 3

Received 06-28-07 10:18am

From-1

To-Lewis Brisbois Bisga Page 007

06/28/2007 01:18

1

MARKETING

PAGE 08



## Proposal

*STUDY  
34*

Date: 6/21/07

Dear Thomas,

We are pleased to present this quote for your upcoming project. Please review this quote carefully. Your signature below will signify an acceptance of the project, agreement with the terms below, and confirmation of authorization to execute the project.

Name:	Thomas Maronick
Company:	Towson University
Address:	Department of Marketing & e-Business
Phone:	8000 York Road • Towson, Maryland • 21262-0001
Email:	(410) 704-4077
Project Name:	tmaronick@towson.edu
	Traffic School-3

**Sample Details:**

Desired Responses:	N = 300
Demographics/Attributes:	State: California Gender split Female 50% / Male 50% Ages 18-60
Incentive:	50 ZoomPoints
Incidence*:	100%

*\*Note: If you have not provided the incidence rate, we will assume 100%. If responses indicate that the survey incidence rate is below 100%, we will adjust pricing accordingly if additional sample needs to be provided to meet the desired responses.*

**Sample Team Deliverables:**

Incentive:	Provide incentive as detailed above for this survey.
Email Invite:	Create the email invitation using the standard Zoomerang Sample email invitation.
Number of Mailings:	Host the survey and deploy via email the survey to sample identified above. There will be a single mailing of the survey invitation.
Reporting:	Real-time reporting and data export available via Zoomerang account.

**Customer Responsibilities:**

Survey Content:	Create and complete survey in its final form within Zoomerang and ensure that survey is complete and accurate.
Testing:	Test the survey prior to project launch.
Demographics:	Within the body of the survey, ask any specific demographic/behavioral data that is required for results analysis. (A separate demographic report will not be provided).
Email Invitation (Optional):	Create a custom email message (if desired; otherwise standard email invitation will be created by Sample team).
Billing:	Provide PO (if necessary) and billing contact and billing instructions if invoice is to be received by anyone other than the signer of this quote.

**Project Timeline:**

Deployment:	The survey will be deployed within 24 hours (excluding Saturday, Sunday and U.S. holidays) upon receipt of this signed agreement and final verification that
-------------	--

MarketTools, Inc. 150 Spear Street, Suite 600, San Francisco, CA 94105-1535

Page 1 of 2

Send, Sign, Done.

EchoSign. signed: 2007-06-21

Received 06-28-07 10:19am

From:1

To: Lewis Brisbois Bisgaard Page 008

06/28/2007 01:18 1

#1116

MARKETING

PAGE 89

the survey is complete and ready to deploy.

**Zoomerang Account Information**

Zoomerang zPro Account:	tmaronick@towson.edu
-------------------------	----------------------

**TOTAL PROJECT PRICE:**

Sample Price	\$1,650.00 USD
<b>TOTAL:</b>	<b>\$1,650.00 USD</b>

Please note this request for proposal is valid until midnight on 6/21/07

**Payment terms:**

Payment for Zoomerang Programming and Sample are expected upon deployment.

All customers: Please provide a valid credit card. This card will be automatically charged if payment is not received within 60 days of order execution. You will be notified prior to the card charging.

First time customers: Payment is required up front by valid credit card or check.

**Other terms:**

Client agrees and warrants that the contents of email invitations and surveys, and use of the Zoomerang service, will be in compliance with all laws, including those concerning spam, privacy (including children's online privacy rights), defamation and communications decency.

Client is responsible for ensuring that survey invitations and surveys do not violate or infringe upon the trademark, trade name, copyright, trade secret or other intellectual property rights or other rights of any person or entity.

MarketTools retains exclusive ownership of all sample provided for Client's project. Panelists' email address and other personally identifiable information are the property of MarketTools and will not be disclosed to client or any other person. The client and any additional research partners may not capture any personally identifiable information of our panelists within the survey. No survey invitations or surveys will advertise or promote a product or service.

This document supplements your Zoomerang subscription agreement. Together they contain the complete and entire understanding between you and MarketTools concerning the subject matter hereof. Your signature below will signify your acceptance of the project quotation and terms, and will confirm authorization to execute the project. Please note, orders cannot be deployed until this quote is accepted in writing.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Client Billing Information: (If different than contact information above)**

Billing Contact:	
Company:	
Billing Address:	
Phone:	
Email:	
P.O. # (if applicable)	

**MarketTools Contact Information:**

Name:	Steve Collupy
Company:	MarketTools, Inc.
Address:	150 Spear Street, Suite 600 San Francisco, CA 94105-1535
Phone:	1-800-310-6838 (toll-free US and Canada) 1-801-318-0476 (Outside U.S. and Canada)
Email:	Steve.Collupy@markettools.com
Tax ID:	77-0445536

MarketTools, Inc. 150 Spear Street, Suite 600, San Francisco, CA 94105-1535

Page 2 of 2

Thomas J. Maronick (TJM)  
e-Signed on 2007-06-21 04:58PM CDT  
maronick@verizon.net  
Towson University  
Professor

Document Integrity Verified  
Transaction Number: 3LR2497Z3H8C  
EchoSign, Signed: 2007-06-21

Send. Sign. Done.

Received 06-28-07 10:18am

From:1

To: Lewis Brisbois Bisgaard Page 008

THOMAS J. MARONICK  
Department of Marketing  
Towson University  
Towson, Maryland 21252

June 26, 2007

Mina Hamilton  
Lewis Brisbois Bisgaard & Smith  
221 North Figueroa Street  
Suite 1200  
Los Angeles, CA 90012

RE: TrafficSchool.com v. DMV.ORG

**INVOICE**

Professional Services: 51.5 @ 350/hr      \$18,025.00  
Expenses (Zoomerang.com)      5,900.00

**AMOUNT DUE:**      **\$23,925.00**

Summary of Activities

Date	Activity	Time	Expense
5/9/07-5/16/07	Review issues		
	Design scope of work		
	Draft questionnaire	9.0	\$950.00
6/1-6/15/07	Design/launch Study 1		
	Review/analyze Study 1 data		
	Draft Study 2/3	12.5	3350.00
6/18-6/25	Launch Study 2/3		
	Discuss Study 4		
	Design/launch Study 5		
	Analyze data/Draft/revise report	29.0	1,600.00
	Total Hrs:	51.5	\$5,900.00

THOMAS J. MARONICK  
Department of Marketing  
Towson University  
Towson, Maryland 21252

September 11, 2007

David Makous  
Lewis Brisbois Bisgaard & Smith  
221 North Figueroa Street  
Suite 1200  
Los Angeles, CA 90012

RE: TrafficSchool.com v. DMV.ORG

**INVOICE # 2**

Professional Services 7/12/2007 – 9/10/2007	
96.0 hours @ 350/hr	\$33,600.00
Expenses (Travel related)	953.00

**AMOUNT DUE: \$34,553.00**

THOMAS J. MARONICK  
Department of Marketing  
Towson University  
Towson, Maryland 21252

September 11, 2007

David Makous  
Lewis Brisbois Bisgaard & Smith  
221 North Figueroa Street  
Suite 1200  
Los Angeles, CA 90012

RE: TrafficSchool.com v. DMV.ORG

Summary of Activities

Date	Activity	Time	Expense
7/12 – 8/1/2007	Draft rebuttal	5.5	
8/1 – 8/14	Review Hollander/Simonson Reports	15.0	
8/15	Fly to LA; Review materials for Depo; Meet with DM	17.5	United 543.00
8/15	Prepare for depo (7:30-9:30)	2.0	Hotel 315.00
	Deposition (9:30 – 4:30)	7.0	Taxi 65.00
	Meet with DM	2.0	Parking 30.00
	Return to Baltimore	8.5	
8/16 – 8/31	Read Hollander transcript		
	Draft Rebuttal report	24.0	
9/1 – 9/11	Read Simonson transcript		
	Review Hollander codes		
	Read/Review depo transcript	14.5	
	<b>TOTAL</b>	<b>96.0 hrs</b>	<b>\$953.00</b>

Expenses:

Mariott	\$315.00
United Airlines	543.00
Taxi (LA)	65.00
Parking (Baltimore)	30.00
	\$953.00